

Andrew CSD

Andrew EA

7/1/2006 6/30/2007

MASTER CONTRACT

FOR

ANDREW COMMUNITY SCHOOL

ANDREW, IOWA

JULY 1, 2006 - JUNE 30, 2007

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ARTICLE 1

COMPLIANCE CLAUSES AND DURATION

- 1.1 Copies of this Agreement shall be printed at the joint expense of the Board and the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all covered employees now employed or hereafter employed. The Agreement shall be presented to all employees considered for employment at interviews and a copy shall be given to said employees within fifteen (15) days after the individual Employee Contract is signed. The Board shall also provide the Association with three (3) additional copies.
- 1.2 Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by contacting the following persons.
1. If by the Association to the Board - The President of the School Board.
 2. If by the Board to the Association - The President of the Association.
- 1.3 The duration of this contract shall be one year on language and money issues.
- 1.4 In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the _____ day of _____, 2006.

Andrew Education Association

By _____
Its President

By _____
Its Chief Negotiator

Andrew Board of Education

By _____
Its President

By _____
Its Chief Negotiator

ARTICLE 2
ASSOCIATION REPRESENTATION

- 2.1 In the administration of this Agreement the Association shall be represented by a representative (s) of the Association.
- 2.2 The function of the representative(s) shall be to represent the grievant and/or the Association as outlined in the grievance procedure. The Association shall notify the Principal as to the identity of said representative(s) before each meeting(s).

ARTICLE 3
GRIEVANCE PROCEDURE

- 3.1 A grievance shall mean only a complaint of an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement. Such a claim is styled a "grievance". The person or Association grieving is styled the "grievant".
- 3.2 An employee or the Association with an alleged grievance shall, within fifteen (15) calendar days following knowledge of the facts upon which the grievance is based, discuss it with his/her Principal with the objective of resolving the grievance informally. Said discussion shall include an Association representative if requested by the grievant. Others may be requested to attend the meeting as either witnesses or advisors. Failure to timely file will mean waiver of grievance.
- 3.3 STEP ONE
If not resolved, the alleged grievance shall be reduced to writing and submitted to the Principal. If a grievant does not submit the grievance to the building Principal in writing within ten (10) calendar days after the informal hearing with the Principal, the grievance is deemed waived. References hereafter to the "grievance" in this article refer to that written statement.
 - 3.31 The building Principal shall, within five (5) calendar days from the date on which the grievance was filed, arrange for a meeting at a mutually satisfactory time with the grievant, and a representative of the Association. Both the building Principal and the grievant, or his/her representative, may request the presence of others so long as their presence has some direct bearing on the grievance presented.
 - 3.32 The building Principal shall provide a formal written answer to the grievance within seven (7) calendar days from the date the written grievance was filed.
- 3.4 STEP TWO
If the grievant remains unsatisfied after receiving the Principal's formal answer, then:
 - 3.41 The grievant may file a copy of his/her grievance with the Superintendent or his/her designated representative. Such grievance must be so filed within seven (7) calendar days after the receipt of the Principal's formal written answer.
 - 3.42 The Superintendent shall meet within seven (7) calendar days, following the filing of a copy of the grievance, with the grievant and a representative from the Association. Both the Superintendent and the grievant, or his/her representative may request the presence of others, so long as their presence has some direct bearing on the grievance presented.
 - 3.43 The Superintendent shall provide a formal written answer to the grievance within seven (7) calendar days from the date of the meeting.

3.5 ARBITRATION:

A grievance may be appealed to arbitration by the Association within fifteen (15) calendar days after the receipt of the Superintendent's formal written answer, if a grievant remains unsatisfied. Such submission shall include written notice to the Superintendent or his/her designated representative.

- 3.51 The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. Failing to do so, they shall within three (3) calendar days, jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. If they are unable to provide this list, the Iowa Public Employment Relations Board shall be requested to provide a list of five (5) arbitrators. Both the Superintendent, or his/her designated representative, and the Association representative(s) shall have the right to strike out two (2) names from the list. The party winning a flip of a coin shall determine which party shall strike one (1) name; the other party shall then strike one (1) name. The process will be repeated; the remaining person shall be the arbitrator. The process will take place within four (4) calendar days of receipt of the five (5) names by both parties.
- 3.52 The arbitrator shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written decision not later than twenty (20) school days from the date of the close of the hearings or, if oral arguments have been waived, then from the date the final statements and briefs are submitted to the arbitrator. The arbitrator shall have no power to amend, modify, nullify, ignore, nor add to the contract and the decision of the arbitrator shall be final, and binding upon both parties.
- 3.53 An arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; and in no event shall an arbitrator resolve the arbitrability of a grievance without first having heard the merits of the grievance.
- 3.54 The Board and the Association will share equally any joint costs of the arbitration procedure, such as the fee and expenses of the arbitrator. Any other expenses incurred shall be paid by the party incurring same.
- 3.6 Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this article. Forms for filing grievances shall be available from the Association, the office of the Principal or the office of the Superintendent. The Employer shall not discriminate against an employee for filing a grievance.
- 3.7 Failure by the building Principal, the Superintendent, or their designated representatives to answer and meet in accordance with the stated time limits shall permit the grievant to process the grievance as though an unsatisfactory answer had been given.

ARTICLE 4

MEDICAL EXAMINATIONS AND HISTORY

- 4.1 An employee who is physically unable to perform assigned duties or has a communicable disease shall be granted any of his/her accumulated sick leave as is necessary to recover from such condition(s). Then he/she may go on extended leave for the rest of that contract year, if necessary, to recover. Upon written notice from a licensed physician that the condition(s) no longer exist, said employee shall be reinstated in his/her former position as a teacher in the Andrew School District.
- 4.2 A communicable disease and physical disability for the purpose of this article shall include any disease or physical disability the physician feels would prevent the employee from performing his/her classroom duties.

ARTICLE 5

EVALUATION

- 5.1. Performance of staff shall be evaluated by in-classroom and on the job observations. The responsibility for arranging the evaluations will rest with the supervisor.
- 5.2 By September 15 of each year, staff shall be advised by the member of the administrative staff of the evaluation procedures, the Iowa Teaching Standards and Criteria, and district expectations. When a teacher is assigned to more than one building, the teacher will be assigned one evaluator.
- 5.3 The evaluator shall have a meeting with the staff member prior to completion of any written evaluation following observations.

5.4 Tier I(Beginning Teacher)

Teachers in their first or second year of the profession shall be considered Tier 1 teachers. The cycle for Tier 1 shall consist of both formal and informal observations, initiated by the evaluator. The evaluator shall conduct a minimum of two formal observations for each teacher in year one and year two which shall include a pre-observation conference and post-observation conference between the evaluator and teacher. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one. In year two, teachers in Tier 1 will be involved in a comprehensive evaluation. A teacher in their third year of probation pursuant to Iowa Code will be evaluated using the same methods as in Tier 1.

5.5 Tier 2 (Career Teachers)

Tier 2 is for licensed teachers who have earned a standard teaching license and are not in Tier 3. Each teacher in Tier 2 shall be required to develop and maintain a Yearly Career Development Plan.

Career teachers new to Andrew, but not new to the profession, will have two (2) formal observations and a summative review during their first year of employment. After the first year, if no concerns have been identified by the evaluator, the teacher will be placed on year 1 of the Tier II Career Teacher evaluation cycle.

In each year of the three- year evaluation cycle, each staff member shall create a Yearly Career Development Plan which shall reflect continuing professional growth in the areas of the Iowa Teaching Standards and Criteria. The plan must also be aligned with the District's Comprehensive School Improvement Plan.

The teacher will meet with the evaluator to review, refine, and finalize the Yearly Career Development Plan by October 1 of each year. Modification of the plan can be made at any time. It is the responsibility of the evaluator to determine if the plan or any modification is appropriate.

During the first two years of the evaluation cycle, the evaluator and teacher shall meet and discuss the progress of the teacher on the Yearly Career Development Plan and on the Iowa Teaching Standards and Criteria.

At least one formal observation will be conducted for each career teacher once every three years and at least one formal observation will have a pre-observation conference. All formal evaluations will have a post-observation conference. The pre-conference should be held at least two days prior to the formal observation and the post-observation conference, between the evaluator and teacher, is to be held no more than ten working days after the formal observation.

Additional formal observations may be conducted at the discretion of the administrator or at the request of the teacher. Such additional formal observations will have a post-observation conference.

In year three of the evaluation cycle the following will occur:

- The review of the Yearly Career Development Plan.
- After the teacher and evaluator have discussed the Yearly Career Development Plan, the evaluator will complete a written review of the teacher's progress toward the outcomes identified within the plan.
- A three year summative Performance Review will be conducted.

Artifacts related to each teacher's Yearly Career Development Plan and Iowa teaching standards and any other district expectations may be used as documentation when completing the performance review.

In addition to formal observations, informal observations, and unannounced observations, and other informal input may be used to provide data in the evaluation process. Other information may include (but not limited to) observations of staff members interactions with students, parents, or other staff members, professional involvement, management of conferences, work on committees, interactions, with community agencies, participation in staff meetings or work on teams with fellow staff members. All data and input that is gained from other sources will be made known to the staff member.

During the post-observation conference, the evaluator and the teacher will document key points from the discussion utilizing the guiding questions for Post Observation Form. At the completion of the post-observation conference, the evaluator and the teacher will sign the form and each will receive a copy for their records.

Following the formal observation, the evaluator will complete the performance Review Form. During the post-conference, the teacher and evaluator will review and discuss the summative data noted within the Performance Review Form. The form will be signed and dated by the evaluator and the teacher and a copy of the form will be provided to the teacher.

If it is determined by the evaluator that evidence of proficiency is lacking in any of the standards or criteria, the employee will have five (5) working days to submit additional supportive evidence to the evaluator as evidence of proficiency. With evaluator approval, this time line may be extended.

5.6 Tier 3 (Intensive Assistance)

When the evaluator determines, at any time, the teacher is not meeting one or more of the following:

1. District expectations under the Iowa Teaching Standards 1 - 7 & Criteria (Standard 8 is excluded);
2. The individual Career Development Plan; or
3. Any other district expectations established in Section II above.

the evaluator shall recommend to the Superintendent that the teacher participate in the Intensive Assistance Plan.

At the discretion of the evaluator, the process may begin at any time and may or may not include an Awareness Phase (not to exceed three (3) months in duration). All parties will endeavor to resolve problems that arise at the least formal level possible. The maximum amount of time for the Intensive Assistance Phase is twelve (12) months.

Tier 3 is not grievable.

- 5.7 The staff member shall have a right to submit a written statement regarding any evaluation for inclusion in his/her personnel file, indicating acknowledgement of said evaluation. This written statement will, however, not necessarily imply agreement or disagreement.
- 5.8 All classroom and/or on-the-job evaluation of staff member's performance shall be conducted openly with full knowledge of the staff member.
- 5.9 Personnel Files
- A. The employee will be given advance notice, in writing, and a conference will be held, on any entry made to the employee's file if the matter is a student/parent complaint or disciplinary matter.
 - B. The employee has the right to rebuttal of any entry made to the personnel file. Within 10 working days, the employee may submit a written rebuttal, which will be attached to the entry and made a part of the file.

ARTICLE 6

TRANSFERS - VOLUNTARY

Definition: A voluntary transfer is the movement to a vacant position from one assignment to another based upon the request of the employee. A vacant position exists when a contracted or newly created position is unoccupied. Voluntary exchanges of positions do not constitute vacancies.

- 6.1 Employees who seek a change in grade and/or subject assignment will be granted, upon written request to the Superintendent, an opportunity to present their request to the Board at the next regularly scheduled Board meeting.
- 6.2 The Superintendent shall notify all eligible employees of vacancies which occur.
- 6.3 Employees who seek a voluntary transfer in grade level or subject assignment must file a written statement with the Superintendent within 5 days of the vacancy announcement.
- 6.4 Criteria:
Any transfer, or assignment in addition to the employee's regular assignment such as, adult education, driver education, extra duties and summer courses will be made on the basis of giving preference to present employees on the basis of their qualifications and seniority. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
- 6.5 Each present employee shall be given a written statement of salary schedule placement not later than July 30 of each Agreement year. Each new employee shall be given such a statement within the first 30 calendar days following employment.

ARTICLE 7

TRANSFERS - INVOLUNTARY

Definition: An involuntary transfer is the movement of an employee from one assignment to another as determined and directed by the district and not based upon the request of the employee. An involuntary transfer may create a vacancy when the assignment to be filled is occupied. The position vacated by the involuntarily transferred employee becomes a vacancy under Article 6. Involuntary transfer will not be used to reduce staff.

7.1 Use of Voluntary Requests:

No vacant position shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.

7.2 Notice:

Notice of an involuntary transfer or reassignment shall be given in writing to employees as soon as practical and in no case later than May 10.

7.3 Meeting and Appeal:

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved, the Association Representative, and the Superintendent, at which time the employee shall be given written reason(s) therefore.

Employees subject to involuntary transfer will be granted, upon written request to the Superintendent, an opportunity to present their reasons against the involuntary transfer to the Board at the next regularly scheduled Board meeting.

7.4 Priority in Reassignment:

An employee being involuntarily transferred or reassigned shall be placed only in an equivalent position - i.e., one which does not change his position on the salary schedule, Schedule A.

7.5 Nothing in this article precludes involuntary transfers in case of emergency or to prevent disruption of the program during the school year.

ARTICLE 8

ADDITIONAL EMPLOYEE TRAINING

8.1 Two in-service programs shall be planned as follows:

8.11 There shall be a committee comprised of one (1) teacher and two (2) members appointed by the Board. All teacher committee members shall be appointed by the Association.

8.12 The committee shall make plans during the regular school term, and shall establish such supplementary procedural guidelines for its operation as necessary including the method of selection of its chairperson.

8.2 Up to eight (8) in-service programs for non-school days may be planned by the District.

8.3 The District will credit for repositioning the employee on the salary schedule for certain of his/her educational endeavors upon the terms and conditions that follow:

8.4 To be eligible for such crediting:

8.41 Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, he/she shall file suitable evidence of additional educational credit with the Superintendent no later than 45 days after the beginning of the school year, and pay adjustments shall be retroactive to the beginning of the school year.

ARTICLE 9

TEMPORARY LEAVES OF ABSENCE

9.1 Sick Leave:

An employee shall receive pay during a medically related disability as follows:

9.11 Each employee shall be credited a total of fifteen (15) days of current personal sick leave at the beginning of the school year. Unused sick leave may be accumulated from year to year, but such accumulated past sick leave and credited current personal sick leave shall not be more than a total of 130 days.

9.12 An employee may receive, during personal illness, current and accumulated sick leave days and be paid for such days on the following conditions:

The employee must notify the employee's building Principal as soon as possible as to his illness and the necessity for absence.

9.2 Bereavement:

At any one time up to five (5) days of leave shall be granted to employees in the event of death, under the following conditions:

9.21 Said five (5) days shall be non-cumulative and shall be neither debited nor credited to the sick leave as described above.

9.22 The death for which the leave is taken must be the death of an employee's spouse, child, parent, brother, sister, or any other member of the employee's immediate household.

9.23 Employees shall be granted up to three (3) days leave for the death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents of the employee or employee's spouse.

9.24 Employees shall be granted up to one (1) day in the event a death of a friend or relative outside those defined in 9.22 and 9.23.

9.25 The employee must notify the building Principal as soon as possible about the death and the employee's desire to leave.

- 9.3 Personal Leave: An employee shall be credited two (2) days (sixteen (16) hours) of personal leave per year, which shall be neither debited nor credited to the accumulated sick leave described above. Personal leave may accumulate to a total of 4 (four) days. Such leave may be taken in one hour increments on the following conditions:
- 9.31 The personal matter (including, if applicable, a doctor, dentist, or bank appointment) cannot be conducted outside of work time.
 - 9.32 The employee has applied for such leave in writing to the building Principal three (3) calendar days in advance, except in case of emergency.
 - 9.33 Said personal leave is not to be used within the first one week of school or the last week of school, on the day before or after holidays, holiday seasons, or vacations, except in special circumstances, events or occasions beyond the control of the employee and for which a written explanation has been provided.
 - 9.34 Personal days may not be used on more than two consecutive scheduled work days and no more than two personal days may be used in any two-week period except as specified in 9.33.
 - 9.35 The employee may elect to sell up to one full day of unused personal leave at the end of the school year and the district will buy that day at the current substitute pay rate.
 - 9.36 Personal leave shall not be deducted from an employee if a contract day is not in session due to cancellation.
- 9.4 Jury Duty and Legal Leave: Any person called for jury duty during school hours or who is required for an appearance in any judicial or administrative proceeding or who shall be asked to testify in any arbitration matter shall be provided such time with pay. Any fees or remuneration the employee receives during such leave shall be turned over to the District.
- 9.5 Emergency Leave: A four day non-cumulative emergency leave is available to employees for serious illness requiring doctor's care in the employee's immediate family or other unforeseen emergency situations.
- 9.6 Other Temporary Leaves: Other temporary leaves of absence with pay may be granted, in writing, at the discretion of the Administration.
- 9.61 Other temporary leaves of absence without pay may be granted, in writing, at the discretion of the Administration.
 - 9.62 Leaves taken pursuant to the above shall be in addition to any sick leave to which the employee is entitled.
- 9.7 Leave Without Pay For Educational Study/Involvement: A leave of absence after seven (7) years on staff, without pay or benefits for one (1) school year, may be granted up to two certified employees (one from Pre K-6, one from 7-12) for the purpose of engaging in study at an accredited college or university in a field related to his/her professional responsibilities or to be employed by VISTA, the National Teacher Corps or to serve as a teacher in any domestic or overseas program or institution providing a suitable replacement can be found and contracted on a one (1) year interim basis. Upon return from such leave, the employee shall be returned to the teaching position at the next step on the salary schedule and maintain the same benefits as he/she would have accrued had he/she taught in the system during such period.
- 9.71 Written notification of the desire to take such leave is due to the Board Secretary by February 1 of the current school year.
 - 9.72 Notification of the inability to find a suitable replacement will be given in writing to the certified employee by May 15.
 - 9.73 During the year of said leave, the employee on leave will notify the Board Secretary by April 1 if they plan to return. Failure to make a timely notification voids their right to return to their position in the district.

ARTICLE 10

EXTENDED LEAVES

- 10.1 Consistent with the Family Medical Leave Act, each employee who has been employed at least 12 months and who has worked at least 1,250 hours during the preceding 12 months will be granted a maximum of 12 weeks unpaid leave of absence each year. For purposes of calculating the 12-week period, the year will be defined as the contract year established by this Agreement, beginning on July 1 and ending on June 30. It is the intent of both parties to this agreement to implement the requirements of the Family Medical Leave Act.
- 10.11 Under this section, family and medical leave will only be granted for the following purposes:
- 10.111 For the employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;
 - 10.112 To care for the employee's spouse, child, or parent who has a serious health condition, as defined by the Family Medical Leave Act;
 - 10.113 The birth and care of an employee's child; or
 - 10.114 To care for a child placed with the employee through adoption or foster care.
- 10.12 Employees may utilize any existing paid leave provided by this Agreement prior to requesting the unpaid leave provided in this section.
- 10.13 The District shall continue the District's contributions towards health insurance on behalf of the employee for up to 12 weeks. The employee will be responsible for paying life and dental premiums during leave under this section. The employee will be required to reimburse the District for any employee-owned benefit contributions made by the District on the employee's behalf while the employee was on unpaid leave under this section.
- 10.14 The District may require an employee to provide written certification from a health care provider when an employee requests leave under this section for the employee's own serious health condition or to care for the employee's parent, spouse, or child with a serious health condition. All other relevant terms and conditions of the Family Medical Leave Act not addressed herein will be administered according to board policy and administrative rules.
- 10.15 The District shall not require an instructional employee to take more than 12 (twelve) weeks of Family Medical Leave in any contract year.
- 10.2 Other extended leaves of absence without pay may be granted in writing by the Superintendent.

ARTICLE 11

ASSOCIATION RIGHTS

- 11.1 The Association's representatives shall be granted six (6) days non-cumulative leave with no loss of pay, to be used by Association representatives to attend conferences or meetings of the ISEA, NEA, or JDC. The District will pay the substitute for the first three days and the Association will pay for the substitute the last three days of such leave. Attendance will be based on the following:
- 11.11 Written requests on regular request form shall be submitted to the building Principal at least five (5) days prior to such conference or meeting.

ARTICLE 12

PAYROLL DEDUCTIONS

- 12.1 Any employee, if a member of the Association, may authorize the District to deduct monthly from that employee's paycheck sums to pay Association dues in the amount and on the conditions herein specified:
- 12.11 Authorization for said monthly deduction shall be notification in writing to the Secretary of the Board upon the form set forth in Schedule D. No authorization shall be valid unless delivered by the Association, who shall be the sole delivery agent of employees. The authorization shall be effective beginning five (5) calendar days after said notification is received.
 - 12.12 An employee must authorize said deduction before or on the *fifteenth* (15th) of September if employed on or before that date. An employee first employed after that date must authorize said deduction within fifteen (15) calendar days following the beginning of such employment.
 - 12.13 An employee who authorized such deduction may terminate such authorization by notification in writing to the Secretary of the Board upon the form set forth in Schedule D. The termination shall be effective thirty (30) calendar days after said notification is received.
 - 12.14 Each month, within five (5) days from the time paychecks from which monthly deductions for dues are sent to employees, unless prevented by an occurrence beyond the control of the district, a check representing the sum of that month's deductions shall be sent to the Treasurer of the Association. The Association shall provide the name and address of the Treasurer as may be necessary and shall specify the manner in which the check is made payable to the Association.
 - 12.15 With the check described in the above representing the month of September's deductions a list of the names of all employees authorizing such deductions shall be sent to the Treasurer of the Association. With each check thereafter sent to the Treasurer of the Association, there shall be three lists of additional names: one list being the names of those whose authorization has become effective beginning with that check; a second list being the names of those whose authorization has been terminated effective beginning with that check; and a third list being the names of those no longer receiving paychecks beginning with that month's paychecks.
 - 12.16 The amount of the monthly deduction shall be determined as follows:
 - 12.161 As to an employee whose authorization was effective prior to the first paychecks of September the dues will be deducted each of the ten months starting in said September, the amount determined by dividing by ten the amount of dues authorized to be deducted.
 - 12.162 If the employee authorization was effective after the first paycheck of September, the amount of dues deduction authorized by the employees shall be divided by the number of monthly paychecks expected to be paid to the employee in the period beginning with the effective date of the authorization and ending with the final June paycheck to be paid under the employee's individual contract.
 - 12.163 If the monthly deduction determined by either of the above are unequal or result in fractions, the employee's authorized deduction will, for purposes of determining the monthly deduction, be lessened to the greatest amount and the authorized amount shall be deducted, in addition to the regular equal monthly deduction, from the first monthly paycheck from which deductions are to be made.

- 12.17 In cases where a deduction is made which duplicates a payment already made, which is not in conformity with the Association's constitution or by-laws, or which is in accordance with an authorization, refund to the employee will be made by the Association.
- 12.18 Neither the District nor its Board nor employees of the Board not within the unit shall be liable to the Association for the remittance or payment of any sum other than that constituting effectively authorized and unterminted deductions for dues. Nothing may accelerate the monthly remittance or payment of these sums. If an employee resigns, terminates, or has terminated his employment, or is discharged, or suffers or causes to be suffered a similar occurrence, his authorization is then terminated after the employee receives his last paycheck.

ARTICLE 13

SAFETY

- 13.1 The Board agrees to maintain safe, healthy working conditions in the schools and to remedy unsafe and unhealthy conditions, to the extent that this is possible, as soon as the allegedly unsafe and/or unhealthy conditions are brought to its attention.
- 13.2 If the District requires special safety equipment or clothing to be used or worn, such equipment or clothing will be provided.
- 13.3 Employees will be held responsible for the proper use and care of all clothing, equipment and devices provided to the employee. Employees shall be responsible for replacement of lost or damaged clothing, equipment or devices and must return the used items to be replaced.
- 13.4 Equipment needs of the employee will be provided if the provision is practical in nature and the administration approves of it.
- 13.5 Use of Reasonable Force: An employee may, within the scope of his employment, use and apply such amount of force as is lawful, reasonable, and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.
- 13.6 Employees will be covered by the Board's conventional liability policy for any civil actions commenced against the employee because of employee actions within the scope of employment and pursuant to Board policy, subject to exclusions under the liability policy in force. The Board assumes no responsibility for punitive or exemplary damages.
- 13.7 Assault of an Employee: Legal assistance as provided by the school's insurance. The Board will work with the teacher and law enforcement officials to document the situation as required.

Reporting: All assaults will be immediately reported to the employee's supervisor.

ARTICLE 14

REDUCTION OR REALIGNMENT OF STAFF

Seniority: One year of seniority shall be credited for each year of full or part time employment in the Andrew Community School District covering more than one semester. Employees working for one semester or less, either full or part time, shall be credited with one half year credit on the seniority list. For the purposes of determining which employee has greater seniority if their years of service are equal, the original date of contract signing will be used. Approved leaves of absence will be included in the number of years counted toward seniority using the above criteria.

14.1 Coverage: All employees under this Agreement.

14.2 Layoffs: When one or more employee(s) are to be laid off because of substantial change in the size or nature of the student population or unavoidable budgetary limitations those fully certified employees properly endorsed by the State of Iowa in the curricular area(s) affected and with least seniority in the school district shall be laid off first. No teacher may be prevented from securing other employment during the period he/she is laid off under this subsection. Laid off employees shall be reinstated in inverse order of their being laid off if qualified to fill the vacancies. No new or substitute appointments may be made while there are laid off teachers available who are qualified to fill the vacancies.

14.21 In those situations where seniority cannot be the sole criterion, qualifications shall be considered. Extra duty assignments shall not be a criterion in the layoff.

14.3 Recall Rights: Any employee laid off pursuant to the policy shall have recall rights to any position for which he/she is or may become certified for two years from the effective date of his/her layoff and shall be recalled to available positions in such professional categories in inverse order of the layoff.

14.4 Notification: The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 30 preceding each school year. Such notice shall include specific written reasons for reduction or realignment of staff.

14.5 Benefits: Any employee reemployed by exercising his/her recall rights shall be given full salary, related benefits, and experience as if continuously employed with the district.

14.6 Resignations and Terminations: Any employee who resigns upon request for reasons of staff reduction or realignment, or is laid off, shall be accorded the recall rights provided by this policy unless specifically waived in writing. The Board shall annually provide the Association with a current list of those who have retained such rights provided by this policy.

14.7 The District's offer to an employee with recall rights shall be in writing and sent by certified mail at the employee's last known address. The employee shall accept or reject the position by certified mail to the superintendent within ten (10) days of the mailing of the notice and shall agree to assume the position within thirty (30) days or all recall rights are forfeited.

ARTICLE 15

EMPLOYEE WORK YEAR

- 15.1 In-School Work Year:
- 15.11 Regular Contract: The in-school work year for employees contracted on a nine-month basis shall not exceed 189 days for non-probationary and 192 for those in first 2 years of employment in district.
- 15.12 Definition of In-School Work Year: The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.
- 15.13 Non-Attendance: Employee attendance shall not be required whenever student attendance is not required due to inclement weather, recesses, early pupil dismissal prior to holidays, or other emergency closings.
- 15.14 Employee Work Year: Currently 189 for non-probationary staff and 192 for those in their first two years of employment. If the number is raised by state action, additional days to be paid at the teachers per diem rate.
- 15.2 Vacations: Employees may vacation at any time other than the days of their required presence to fulfill their duties.

ARTICLE 16

EMPLOYEE'S HOURS

- 16.1 Length of Day shall be as follows: All employees will report for an 8-hour working day. Individual working hours shall be optional using the following choices:
- 1) 7:45 a.m. -- 3:45 p.m.
 - 2) 7:30 a.m. -- 3:30 p.m.
- The appropriate Building Principal shall be notified at the beginning of the year by each employee as to which option he/she will be using. On Fridays, early dismissals for inclement weather or those days preceding holidays or vacations, they may leave the building after buses have left the lot. In the event of late starts due to inclement weather, the start of the teachers' day will be delayed by the same amount of time as the announced school delay.
- 16.2 Lunch periods shall be as scheduled and duty free.
- 16.3 The employee shall be able to leave the building during his/her lunch period or scheduled preparation period upon approval of the Principal or his designee.
- 16.4 The employee shall be granted preparation time as follows:
- 16.41 A secondary teacher shall have one period per day for preparation.
 - 16.42 An elementary teacher shall have approximately the same amount of time for preparation per week as a secondary teacher.
 - 16.43 In both 16.41 and 16.42 the preparation time shall be duty free.
 - 16.44 A part-time employee shall be granted preparation time in direct ratio to that of a full-time employee; i.e., one half (1/2) the amount of preparation time as a full-time employee.

- 16.5 If an employee is used as a substitute during the employee's preparation time or duty-free lunch period, or part of such preparation time or duty-free lunch period, the employee shall receive \$12.00 or a prorated amount as follows:

20-30 minutes	\$ 8.00
31-40 minutes	\$12.00
41-60 minutes	\$16.00

- 16.6 Employees may be required to attend faculty or other professional meetings after school without additional compensation based on the following criteria:

16.61 There shall be no more than two meetings in any one calendar month.

16.62 Such meetings shall commence not later than fifteen minutes after student dismissal time.

16.63 Each meeting shall last no longer than ninety minutes.

16.64 Such meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

16.641 Employees shall be given an agenda for each meeting two days in advance of each meeting. Employees shall have the opportunity to suggest items for the agenda, and the agenda may be amended to facilitate discussion of important current topics.

- 16.7 Employees may be required to attend faculty meetings before school without additional compensation based on the following criteria:

16.71 There shall be no more than two meetings in any one calendar month.

16.72 Such meetings shall commence no earlier than 7:45 a.m. and on those days employees may leave at 3:45 p.m.

16.73 Each meeting shall last no longer than thirty-five minutes.

16.74 Such meetings shall not be called on Mondays or on any day immediately following any holiday or other day upon which teacher attendance is not required at school.

16.741 Employees shall be given an agenda for each meeting two days in advance of each meeting. Employees shall have the opportunity to suggest items for the agenda, and the agenda may be amended to facilitate discussion of important current topics.

- 16.8 Exceptions to the provisions of Sections 16.1 - 16.7 shall be made only in instances of extreme emergency.

- 16.9 Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the employees participating in them. Written permission for field trips shall be obtained from the Superintendent to guarantee insurance coverage as a school sponsored activity.

ARTICLE 17

WAGES AND SALARY

17.1 The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part thereof.

17.2 Placement on Salary Schedule:

17.21 Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph (17.22) below. Any employee hired prior to the end of the first semester of any school year shall be given full credit for one year of service toward the next increment step for the following year.

17.22 Credit for past teaching experience for newly hired employees will be limited to ten (10) years

17.23 Returning to the District: Any employee with previous teaching experience in the Andrew School District shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

17.24 Nurse - The nurse shall be placed on the BA lane of the salary schedule.

17.3 Advancement on Salary Schedule:

Increments: Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Andrew District of at least one (1) semester.

17.4 Method of Payments:

17.41 Pay Periods: Each employee shall be paid twice a month on the 5th and 20th. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

17.42 Exceptions: When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day. No check shall be received prior to the calendar month in which it is normally due.

17.43 Summer Checks: Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.

17.44 Direct Deposit: Teachers new to the district will only be paid through direct deposit effective with school year, 2005/2006.

17.5 The Phase II Addendum in Schedule C is hereby made a part of this contract.

17.6 Teacher Quality

The District will agree to pay teachers consistent with the provisions of the Teacher Quality Bill. Any remaining funds from the District's appropriation will be distributed as agreed using the share distribution formula for Phase II. Distribution will occur when the District receives the money from the state. If the District does not receive state funding to support the increased wages provided for in the bill, the District will not be obligated to pay teachers consistent with the salaries defined in the Teacher Quality Bill.

17.7 Mentoring Program

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education . The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

ARTICLE 18

SUPPLEMENTAL PAY

18.1 Extra-Curricular Activities:

18.11 Approved Activities: The Board and the Association agree that the extra-curricular activities listed in Schedule B are official school sponsored activities covered by school insurance.

18.12 Rates of Pay: Employee participation in extra-curricular activities shall be compensated according to the rate of pay or other stipulations in Schedule B which is attached hereto and made a part thereof.

18.3 Employees shall be compensated, beginning with the second activity, at a rate of \$7.50 per activity per employee for taking and selling tickets.

18.2 Method of Pay:

All supplemental duties performed during the school year shall be figured as per Schedule B, and shall be included in the regular pay as agreed in Article 17.

Supplemental duties performed during the summer are figured as in Schedule B and shall be paid with the last July paycheck.

18.3 Extra Duties:

All extra duties will be filled by voluntary assignment if possible. If necessary, the Board shall assign extra duties for the successful supervision of the total educational program.

Assignments, including voluntary assignments, will be on the basis of:

18.31 Certification, if needed.

18.32 Probable success in the position.

18.33 Conformity to the other considerations within this total agreement.

18.4 Extended Contracts:

Employees on extended contracts shall be paid at the rate of 1/188 of their regular pay for each day beyond the normal work year of 188 days.

ARTICLE 19

INSURANCE

19.1 HEALTH INSURANCE:

Each employee will be covered by the group health plan selected by the Board which will be equivalent to the plan provided during the 1984-85 school year. The Board will pay the cost of the premium for each full time single employee and 95% of the cost of the premium for a family plan for each full time married employee. The Board will pay part of the premium for a family plan for each part-time married employee in direct ratio to the amount of time for which such part time employee is hired. Such part time employee must be employed for a minimum of twenty (20) hours per week in order to be covered by the insurance. Effective 2005/2006 health insurance will have a deductible of \$500.00 for a single plan and \$1,500.00 cumulative for a family plan. Effective 2005/2006 new teachers employed by the District will be offered a single plan. A family plan is available at the employee's expense.

EXAMPLE: If an employee is considered one-half time, the Board will pay one-half of his/her premium on the single or family plan insurance.

19.11 Dental Insurance:

Each employee will be covered by the group dental plan selected by the Association and approved by the Board. The Board will pay the cost of the premium for each full time single employee and the cost of the premium for each full time married employee. The Board will pay part of the premium for a family plan for each part time married employee in direct ratio to the amount of time for which such part time employee is hired. Such part time employee must be employed for a minimum of twenty (20) hours per week in order to be covered by the insurance.

Effective 2005-2006 Dental will have a \$25.00 deductible for basic and major work. The Board will pay 50% of a family plan.

19.2 Worker's Compensation:

Worker's Compensation will be provided up to the extent provided by law.

19.3 School Liability:

All employees shall be covered by a school financed liability insurance covering job related performance of duties including employee use of a personal car to drive students on school authorized trips.

19.4 Coverage:

The Board will provide descriptive coverage for regular employees on the job. New employees will be covered upon initial payment of premium after the first regular pay period on health insurance.

19.5 Descriptions:

The Board will provide descriptive information relating to coverage by individual request at any time and will provide enrollment forms.

19.6 Continuation:

In the event that an employee is absent because of illness or injury, the above mentioned benefits shall continue for ten school days after his accumulated sick leave has expired.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on non-paid leave shall have the option to continue health coverage by paying the premiums themselves to the Board by the due date.

ARTICLE 20

REOPENER

- 20.1 If the district receives a regular program increase, "new money", of more than \$0 for the 2006-07 budget year without a suggested use, then 50% of the excess over the cost of this settlement, based on current staff, shall be applied to the base.

SCHEDULE A

2006-2007

Base \$24,000

4X4

STEP INDEX BA			INDEX BA+10		INDEX BA+20		INDEX MA	
1	1.00	24000	1.04	24960	1.08	25920	1.12	26880
2	1.04	24960	1.08	25920	1.12	26880	1.16	27840
3	1.08	25920	1.12	26880	1.16	27840	1.20	28800
4	1.12	26880	1.16	27840	1.20	28800	1.24	29760
5	1.16	27840	1.20	28800	1.24	29760	1.28	30720
6	1.20	28800	1.24	29760	1.28	30720	1.32	31680
7	1.24	29760	1.28	30720	1.32	31680	1.36	32640
8	1.28	30720	1.32	31680	1.36	32640	1.40	33600
9	1.32	31680	1.36	32640	1.40	33600	1.44	34560
10	1.36	32640	1.40	33600	1.44	34560	1.48	35520
11			1.44	34560	1.48	35520	1.52	36480
12					1.52	36480	1.56	37440
13							1.60	38400

SCHEDULE B
SUPPLEMENTAL PAY SCHEDULE

ACTIVITIES DIRECTOR	10%
BASKETBALL -VARSITY	11%
BASKETBALL -ASSISTANT	7%
BASEBALL -SUMMER	7%
BASEBALL -SUMMER ASSISTANT	4%
VOLLEYBALL	7%
VOLLEYBALL -ASSISTANT	4%
SOFTBALL -SUMMER	7%
SOFTBALL -SUMMER ASSISTANT	4%
TRACK	7%
TRACK ASSISTANT	4%
CROSS COUNTRY	4%
GOLF	4%
GOLF -ASSISTANT	3%
FFA (school year program)	5%
BAND	9%
CHORUS	9%
SPEECH	10%
DRAMA	8%
YEARBOOK.	6%
JUNIOR HIGH BASKETBALL	5%
JUNIOR HIGH TRACK	3%
JUNIOR HIGH VOLLEYBALL	3.5%
CHEERLEADING SPONSOR HIGH SCHOOL	3%
COMPUTER COORDINATOR	10%
COMPUTER COORDINATOR -ASSISTANT	5%
STUDENT COUNCIL	2%

SCHEDULE C
ADDENDUM TO 1987-89
MASTER CONTRACT
OF
THE ANDREW COMMUNITY SCHOOLS
ANDREW, IOWA
DISPOSITION OF
PHASE II FUNDS OF HF 499-EDUCATIONAL EXCELLENCE PROGRAM
AMENDED 6-18-1990
REVISED 4-24-96

In keeping with the legislature's goal for Phase II:

"The goal of Phase II is to keep Iowa's best educators in the profession and assist in their development by providing general salary increases."

The Andrew Board of Education and the Andrew Education Association agree to a distribution system that progressively rewards teachers for staying in the profession and at Andrew.

1. Phase II money will be distributed, during the month following receipt of the funds from the State, on the basis of shares, or portions of shares, to all eligible employees.
2. Each employee's final amount will be calculated and then adjusted for the employer's share of that employee's then current and applicable rate for FICA and IPERS.
3. A share shall be equal to the gross dollar amount available, less any amount due other districts, divided by the number of outstanding shares.
4. Shares shall be distributed to all eligible employees annually and shall be non-cumulative.
5. Distribution shall be on the basis of full-time equivalency and experience allowed on the seniority list (Years of employment in the Andrew School District and years in previous education agencies for which a teaching license is required) as follows:

0-4 years	no shares
5-7 years	1 share
8-9 years	1.5 shares
10-15 years	2 shares
16 or more years	2.5 shares

6. The President of the Association shall annually verify the distribution of shares as correct before distribution of the funds.

SCHEDULE D
DUES DEDUCTION AUTHORIZATION FORM

Authorization for Payroll
Deduction for Education Association Dues

First Name	Middle Initial	Last Name
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I hereby request and authorize the Board of Education of Andrew Community School as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided by the Article 12, Payroll Deductions, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the Treasurer of Andrew Education Association.

It is understood that dues deductions are subject to specifications as set down in Article 12, Payroll Deductions.

Date	Signature
	Social Security Number

FOR EMPLOYER USE ONLY

DO NOT FILL OUT

Employee Number

Date Started	Amount
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CHANGES

Date	Amount
Date	Amount
Date	Amount

**SCHEDULE E
GRIEVANCE REPORT**

Date Filed _____

Andrew School District

Distribution of Form

Andrew Community School

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person _____

STEP ONE

A. Date Violation Occurred _____

B. Section(s) of Agreement Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature

Date

Date Received by Principal

E. Disposition by Principal or Immediate Supervisor will be on a separate form to be distributed to the above mentioned four parties.

If additional space is needed, attach additional sheets.

STEP TWO

A. _____
Signature of Aggrieved Person

Date Received by Superintendent

B. Disposition by Superintendent or Designee will be on a separate form to be distributed to the above mentioned four parties.

STEP THREE

A. _____
Signature of Aggrieved Person

Signature of Association Pres.

B. _____
Date Submitted to Arbitration

Date Received by Arbitrator

C. Disposition by the Arbitrator will be on a separate form to be distributed to the above mentioned four parties.